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THE STATE OF NEW HAMPSHIRE



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PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

May 21, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 365:37, II and III, authorize the Public Utilities Commission to enter into a contract with TecMarket Works of 185 West Netherwood Rd., Oregon, Wisconsin to assist in the development of a multi-year monitoring and evaluation plan for the New Hampshire electric and gas utilities' core energy efficiency programs from the date of Governor and Council approval to December 31, 2014, in an amount not to exceed \$123,121.00. Funding is 100% Utility Assessment.

Funds will be available, pursuant to RSA 365:37, II, in account 02-81-81-810010-74880000-046-500464, Multi-Year Core M&V Consultant, General Consultants, for FY 2014 and FY 2015, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

<u>FY2014</u>	<u>FY2015*</u>	<u>Total</u>
\$50,000.00	\$73,121.00	\$123,121.00

(*Pending Budget Approval for FY 2015)

EXPLANATION

The Public Utilities Commission (Commission) respectfully requests authority to enter into a contract in an amount not to exceed \$123,121.00 with TecMarket Works, a contractor with significant experience in the field of energy efficiency program design and development, including for several other state utility commissions. Pursuant to RSA 365:37, III (effective June 5, 2012), the Commission shall seek approval of governor and council for contracts with experts greater than \$100,000 for investigations or proceedings that do not involve the acquisition, merger, transfer, sale, or lease of the works or system of a public utility.

The Commission issued a Request for Proposals (RFP) on February 19, 2014. By issuing the RFP, the Commission sought qualified consultant services specifically to assist in the development of a multi-year monitoring and evaluation plan for the New Hampshire electric and gas utilities' core energy efficiency programs

that addresses the needs of New Hampshire as well as the measurement and verification requirements of the ISO-NE Forward Capacity Market.

The notice of the RFP was published in the Union Leader for three days and was posted on the Commission's website. The notice was also sent to over thirty consultants. The Commission received five responses to its RFP.

In this engagement, TecMarket Works will serve in a supervisory role and function at the direction of the Commission Staff. The contract scope of work is designed to ensure wide participation from all stakeholders in the energy efficiency field, and to produce a multi-year plan in time for utilities to incorporate elements of the plan in their next Core filings as required by statute. The contractor will assist in developing an overall evaluation plan for energy efficiency programs in the residential, low-income, commercial and industrial sectors. The plan will include systematic and comprehensive annual monitoring and evaluation to ensure that the Core electric and natural gas energy efficiency programs, which are funded primarily by the ratepayers through the System Benefits Charge (SBC) and the Local Delivery Adjustment Clause (LDAC), are designed and managed to the benefit of all stakeholders in terms of meeting State energy goals and minimizing the financial impact on ratepayers.

The Commission measured all five proposals against the selection criteria described in the RFP. All proposals fell within a relatively narrow price range. Two firms were selected for interviews held at the Commission. Of the two firms interviewed, TecMarket Works' proposal was the higher priced, but the evaluation team concluded that its proposal was superior based on its competitive hourly rates, in-depth knowledge of the field of energy efficiency program monitoring, evaluation and verification, and practical experience in the field. Based on TecMarket Works' proposal and multiple discussions between the President of the company and Commission Staff, we believe TecMarket Works offers, in the context of a fixed price contract: practicality in the proposed approach to meet the objectives described in the RFP; substantial and relevant experience of key personnel; and the necessary availability and accessibility of the staff assigned to the project. The Commission is confident that TecMarket Works will be able to fulfill the obligations of the contract to ensure that the resulting multi-year plan for New Hampshire utilities' core efficiency programs meets the needs of the State as well as the utilities and their ratepayers.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, II which permits the Commission to obtain experts and assess the costs to the utility which, in this case, is TecMarket Works.

Your consideration of our request is appreciated.

Respectfully submitted,



Amy L. Ignatius
Chairman

Attachments:
Agreement with Exhibits

BID COMPARISON
RFP 2014-001 Core Programs Multi-Year M&V
Vendor Selection Summary Ratings Report

CRITERIA FOR SELECTION

[Rating scores are based on a 1-10 point scale. The successful bidder is the vendor with the highest overall score.]

	Name of Vendor:	GDS Associates	NMR Group, Inc.	Navigant Consulting, Inc.	TechMarket Works LLC	TetraTech MA, Inc.
	Bid Proposal: \$	\$114,000	\$99,915	\$99,710	\$123,121	\$106,614
1	Quality of the proposal:					
	organization	8	7	8	9	5
	presentation /clarity	8	7	7	9	5
	thoroughness	8	5	7	8	6
	practicality of approach	8	5	7	8	6
2	Experience					
	organizational knowledge base	8	6	7	9	7
	practical experience/similar projects, studies	8	6	6	9	7
	monitoring & valuation experience, generally	8	6	6	9	7
	energy efficiency market knowledge	8	7	7	9	5
3	Staffing Plan:					
	availability/accessibility of staff	9	7	7	8	7
	appropriate number of hours	9	7	6	8	8
	appropriate assignment of hours	8	6	6	9	7
	team composition/coherency	8	6	7	9	6
4	Bid Amount:					
	competitiveness of hourly rates	8	7	6	9	6
	appropriate to assigned tasks/level of work	8	6	6	9	7
	level of expenses	8	8	8	7	7
5	General Comments:					
	NHPUC Evaluators: Tom Frantz, Director, Electric Division Les Stachow, Utility Analyst, Electric Division Jim Cunningham, Utility Analyst, Electric Division Lynn Fabrizio, Director of Administration					
6	Total Score:	122	96	101	129	96

Subject:

Core Energy Efficiency Monitoring & Evaluation Plan - RFP 2014-001

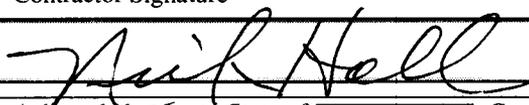
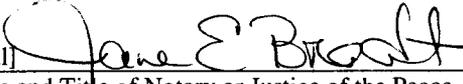
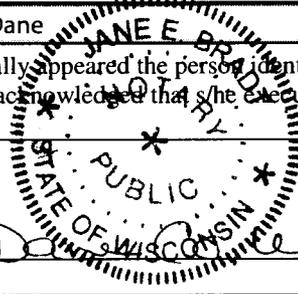
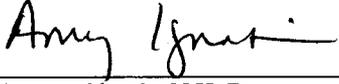
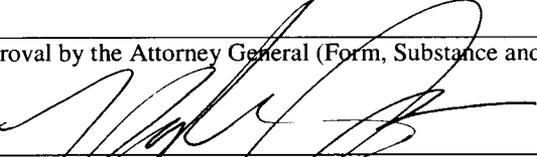
FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Public Utilities Commission		1.2 State Agency Address 21 S. Fruit Street, Suite 10, Concord, NH 03301	
1.3 Contractor Name TecMarket Works		1.4 Contractor Address 185 West Netherwood Rd., Oregon, Wisconsin	
1.5 Contractor Phone Number (608) 835-8855	1.6 Account Number 74880000-500464	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$123,121.00
1.9 Contracting Officer for State Agency Amy L. Ignatius, Chairman		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nick Hall, President	
1.13 Acknowledgement: State of <u>Wisconsin</u> , County of <u>Dane</u> On <u>May 15 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Jane E Bradt, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Amy L. Ignatius, Chairman	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 5/21/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials NETO
Date May 15 2017

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

TecMarket Works (hereinafter, “the Contractor”) will develop a multi-year Monitoring and Evaluation (M&E) plan for the New Hampshire electric and gas utilities’ Core energy efficiency programs that addresses the needs of New Hampshire as well as the measurement and verification requirements of the ISO-NE Forward Capacity Market.

The Contractor will assist in developing an overall evaluation plan for energy efficiency programs in the residential, low-income, commercial and industrial sectors. The plan will include annual, on-going monitoring and evaluation, and will address the need for additional long-term monitoring.

As it develops recommendations for Core program improvements and the overall evaluation plan, the Contractor will review the two Market Assessment Frameworks proposed by the Energy Efficiency Working Group in 1999, as well as other frameworks that may be instructive. In addition, the Contractor will review NH Core Energy Efficiency Program goals and provide recommendations for program performance metrics and evaluation goals through a collaborative process with the Evaluation team.

The NHPUC Staff, the electric and natural gas utilities, and interested parties (M&E Team) will work closely with the Contractor to develop evaluation goals and objectives, establish a market assessment framework, determine what types of evaluations are appropriate for the Core energy efficiency programs and develop components of an evaluation plan for residential and commercial and industrial programs. The scope of work would comprise three steps, as described in RFP No. 2014-001:

Step 1: Evaluation Framework

Step 2: Market Assessment Framework

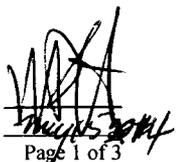
Step 3: Components of the Evaluation Plan

The Consultant will develop an energy efficiency program evaluation plan that can be clearly understood by regulators, policy makers, utility evaluation staff, program administrators, and other stakeholders. The contents of the plan will include the following elements:

- (a) A statement of the specific objectives and priorities developed in Step 1 that guided the development of the plan.
- (b) The identification of specific evaluation projects and assigned priorities that can be completed by January 1, 2020.
- (c) A detailed description of evaluation projects and budgets for the 2015-2016 program implementation period including the following:
 - Data collection needs;
 - Metrics to evaluate transformational effects;
 - Frequency and content of progress reports;

Contractor Initials

Date


The date is written as 11/15/14.

- A description of the types of studies proposed;
- An explanation for proposed types of evaluations;
- Recommended approaches;
- Proposed timeframe for the studies;
- An estimated budget; and
- Address established evaluation goals and how each goal will be met.

The proposed plan should be consistent with the current two-year Core program funding cycle to enable planning, implementation, and completion of evaluations to be completed within the program cycle and in time to inform planning efforts for the next program cycle.

The Consultant will work closely with Staff and the M&E Team to facilitate access to relevant data and experience, to encourage knowledge transfer and to ensure that there will be a common understanding of the Consultant recommendations and priorities going forward.

A. Deliverables

The Contractor will provide the following deliverables:

- A 6-year Evaluation Plan for each program (or customer sector) that takes into account the priorities of multiple parties
- Evaluation recommendations for the 2015-2016 program implementation period by July 31, 2014 (needed to meet 2-year filing requirement)
- A market assessment framework, overall or by sector, which includes indicators of progress toward market transformation, and will define assessment and evaluation goals and set priorities for program evaluation and market assessment.

Interim progress reports will be provided to Staff on a bi-weekly basis. The Contractor will submit a draft Multi-Year Evaluation Plan to Staff, as well as a final Multi-Year Evaluation Plan in accordance with the project schedule.

B. Project Schedule

ACTIVITY	DATE
Kick-off Meeting	May 29, 2014
Develop Priority Needs	June 30, 2014
Draft Multi-Year Evaluation Plan	August 1, 2014
Presentation of Evaluation Plan	August 6, 2014
Final Multi-Year Evaluation Plan	August 22, 2014

Contractor Initials 
 Date May 15, 2014
 Page 2 of 3

C. Project Management

Bi-weekly status meetings will be conducted with Staff to discuss progress and shall include a designated project manager. An outline of the meeting agenda will be provided to Staff no later than the day before the scheduled call or meeting.

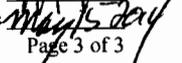
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Date 
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EXHIBIT B

BUDGET, LIMITATION ON PRICE, AND PAYMENT

1. **Estimated Budget:** The Contractor will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$123,121. Services will be provided as presented in Contractor's proposal dated March 12, 2014, in response to NHPUC RFP No. 2014-001, dated February 19, 2014, and at the following hourly rates set forth below:

Labor Category	Name	Labor Rate (Fully Loaded) (\$/hr)
TecMarket Works		
President/Project Manager	Nick Hall	175.00
Lead Energy Systems Engineer	Brian Evans	140.00
PAH Associates		
Consultant	Paul Horowitz	160.00
BuildingMetrics Incorporated (BMI)		
President/Project Consultant	Pete Jacobs	160.00
Ridge & Associates		
Consultant	Rick Ridge	160.00
Independent Consultant	Gil Peach	150.00
Independent Consultant	Ralph Prah	175.00

2. **Price Limitation:** The contract shall not exceed \$123,121.
3. **Method of Payment:** Payment to be made on completion of the work on the basis of monthly invoices which are supported by a detailed summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. Invoices will provide adequate back-up including the dates and hours worked per individual during the month and the service provided during those hours. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Contractor Initials _____

Date May 15, 2014

Page 1 of 2

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37, II. The Commission will assess the costs of the contract to the appropriate party(ies) and upon payment of the assessment, will process payment to the Contractor. General Funds will not be requested to support this contract.

Contractor Initials

Date

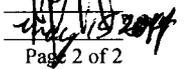



EXHIBIT C

SPECIAL PROVISIONS

1. In lieu of the insurance requirements set forth in Paragraph 14.1.1 of the General Provisions, the Commission will accept comprehensive general liability insurance in the following amounts:

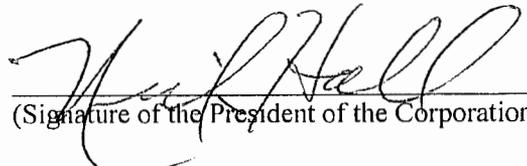
\$1,000,000 for each occurrence
\$ 100,000 for damage to rented premises (each occurrence)
\$ 5,000 for medical expenses (for any one person)
\$1,000,000 for personal and advertising injury
\$2,000,000 for general aggregate

Contractor Initials VP/TH
Date May 23, 2014
G&C Date _____
Page 1 of 1

CERTIFICATE OF AUTHORITY/VOTE

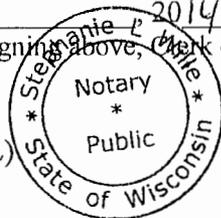
I, Nick Hall, do hereby certify that:

1. I am the sole Owner, President, and Corporate Agent of TecMarket Works, headquartered in Oregon, Wisconsin.
2. Under the articles of incorporation of TecMarket Works, the President of the Corporation is authorized on behalf of the Corporation to enter into a contract with the State of New Hampshire to design and develop a Multi-Year Monitoring and Evaluation Plan for Core Energy Efficiency Programs in New Hampshire, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.
3. The authority specified above remains in full force and effect as of May 13, 2014.
4. Nick Hall is the President and sole owner of TecMarket Works and is the only officer or legal agent authorized to bind the firm in service contacts or other agreements.


(Signature of the President of the Corporation)

STATE OF WISCONSIN
County of Dane

The foregoing instrument was acknowledged before me this 20th day of May, 2014, by Nick Hall
(Name of person signing above, ~~Chief~~ President of the Corporation)

(NOTARY SEAL) 


Notary Public / Justice of the Peace

Commission Expires: Aug 21 2016

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TecMarket Works LLC a(n) Wisconsin limited liability company registered to do business in New Hampshire on May 27, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of May, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

